

TELECOMMUTER AGREEMENT

This Agreement does not constitute a contract for employment or a modification of any other existing terms and conditions of employment between the employee and the employer. The employee affirms that he/she has read and fully understands the Agency's Telecommuting Policy, which is hereby incorporated and made part of this Agreement.

Except as agreed to in this individual "Telecommuter Agreement", employee rights provided for in the employee's collective bargaining agreement are not affected by participation in a telecommuting program. Rights or benefits provided under the employee's collective bargaining agreement between the Commonwealth and the employee labor unions are neither enhanced nor abridged by the implementation of a telecommuting arrangement.

This Telecommuter Agreement is between the _____ (Department/Agency Name) and the telecommuter employee, (hereinafter "Department/Agency" and "telecommuter").

I. Hours of Work

- a. All work schedules require management approval. Changes in work schedules or temporary telecommuting assignments may be made at the Department/Agency's discretion to meet management needs or to accommodate an employee's request. Additionally, any modification or change to the designated telecommuting day(s) must be mutually agreed upon by the telecommuter and his/her supervisor.
- b. Certain meetings are mandatory and will require the telecommuter to come into a work location specified by the Department/Agency. Advance notice of such meetings will be given to the extent possible.
- c. The telecommuter will follow timekeeping and reporting requirements established by the Department/Agency.
- d. The telecommuter's work hours and designated telecommuting days will be the following:

TELECOMMUTE WORK SCHEDULE

WORK HOURS	WORK DAYS

- e. The Telecommuter must be available by phone during the core business hours of _____ to _____.
- f. Overtime must be authorized in advance by management. Requests for any eligible compensatory time off must be authorized by management in advance.
- g. Telecommuters will not provide primary care during designated telecommuting hours for children or elders who would otherwise require a provider's care.

II. **Work Site**

- a. Failure to maintain a proper and safe work environment, in accordance with this Agreement, may be cause for terminating an employee from the telecommuting program. A proper and safe work environment is defined as taking care to ensure that home office equipment (computers, printers, fax machines, lighting) do not overload electrical circuits, that circuit breakers and surge protectors are used when necessary, and that walkways are clear of debris and electrical cords. The Department/Agency retains the right to make an on-site inspection of the designated workspace at a mutually agreed upon time.
- b. The telecommuter is responsible for the safety and security of the Department/Agency's equipment, software, data and supplies in accordance with the Information Technology Division's guidelines.
- c. If an employee incurs a work-related injury while telecommuting, workers' compensation laws and rules will apply just as they would if such an injury occurred at the regular work site.
- d. The Department/Agency is not liable for any damages to the telecommuter's property that may result from participation in this telecommuting arrangement.
- e. The telecommuter designates the following address as his/her "telecommuting work location", subject to the terms and conditions of this Agreement:

- f. The telecommuter agrees to use a designated workspace that is conducive to working and is free from work hazards to the telecommuter and State equipment. At the "telecommuting work location", the employee designates the following area as his/her "telecommuting home office", subject to the terms and conditions of this Agreement:

III. Work Products, Equipment & Expenses

- a. Work products and programs developed by the telecommuter on the Department/Agency's equipment remain the property of the Department/Agency.
- b. Under appropriate circumstances the Department/Agency will provide the use of information technology resources (ITR's), including, but not limited to, home computers, printers and other peripherals, programs, data, software, modems, fax machine and a dedicated phone line.
- c. State owned equipment and services are to be used for state business only. The use of Department/Agency ITR's shall be in accordance with relevant Department/Agency ITR policies with respect to the responsibilities of the employee, acceptable and unacceptable uses of ITR's, data confidentiality, copyright protection, computer viruses, network security, e-mail and employee expectations of privacy.
- d. Costs associated with office furniture will be the responsibility of the employee. The Department/Agency, at its discretion, may loan to the employee surplus office furniture such as file cabinets, desks, chairs and bookcases.
- e. Selection, installation, maintenance, repair or replacement of employee owned equipment and software is the responsibility of the employee. In the event of equipment malfunction, the telecommuter must contact his/her supervisor as soon as possible. If repairs will take some time, the telecommuter may be required to report to a work location specified by the Department/Agency until the equipment is usable.
- f. The following Equipment Inventory identifies equipment and software which has been provided by _____ to the above-named telecommuter for his or her telecommuting purposes:

EQUIPMENT INVENTORY

Item Description	Serial Number

- g. The Department/Agency will not pay for the following expenses:
 - Maintenance or repairs of privately owned equipment;

- Utility costs associated with the use of the computer or occupation of the home, including but not limited to, electricity and personal phone usage;
- Equipment supplies (these should be requisitioned through the Department/Agency); and
- Travel expenses associated with commuting to the central office.

This Agreement shall become effective when signed by the employee and his/her supervisor and shall remain in effect until _____ unless terminated earlier by either party or extended upon mutual written agreement by both parties.

The following signature of the employee and his/her supervisor indicates that each has read and understands this Agreement and agrees to abide by the terms and conditions contained herein.

Employee Name Printed

Manager Name Printed

Employee Signature

Manager Signature

Date

Date